


UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between


(Complainant)

And

Brookside Park Limited Partnership

Peabody Properties South, LLC

Abbra Simpson, former Property Manager
(Respondents)


Approved by the FHEO Region IV Director on behalf of the
United States Department of Housing and Urban Development

FHEO CASE NUMBER:
04-10-0152-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

This Conciliation Agreement is entered into by and between the United States Department of Housing and Urban Development (hereinafter, the Department) on behalf of:


Atlanta, GA 30312

Respondents

Brookside Park Limited Partnership
c/o First Atlantic Capital
Pilot House, Lewis Wharf
Boston, MA 02110

Peabody Properties South, LLC
CT Corporation System
1201 Peachtree Street, NE
Atlanta, GA 30361

Abbra Simpson, former Property Manager
Brookside Park Apartments
565 St. John Avenue
Atlanta, GA 30315

B. STATEMENT OF FACTS

A complaint was filed on November 4, 2009 with the Department alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents violated §3604 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the basis of handicap by refusing to make a reasonable accommodation to permit Complainant to transfer to a first floor apartment.

Respondents filed their Answer to the complaint denying Complainant's allegation. Respondents assert when Complainant first requested a first floor unit, there were no such units available, as all such units either were leased or had a reservation on them by other individuals. Respondents further assert when a first floor unit apartment was vacated, it was immediately offered to Complainant. According to Respondents, Complainant paid a transfer fee to reserve the first floor unit. However, Respondents assert, Complainant changed her mind about the first floor unit and cancelled her request and reservation.

Respondents deny having discriminated against Complainant, in any manner, but agree to settle this complaint by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of one year from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the FHEO Region IV Director, or his designee.
3. This Agreement shall become effective on the date on which it is approved by the Department, through the FHEO Region IV Director, or his designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after it has been approved by the FHEO Region IV Director, or his designee, is binding upon the Respondents, its officers, employees, agents, successors and assigns and all others in active concert with authority in the operation of Brookside Park Apartments in Atlanta, Georgia.
7. It is understood that, pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the FHEO Region IV Director, or his designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaints involving Respondents made pursuant to the Fair Housing Act, or any other complaints within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement

agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Region IV Director, or his designee.

10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their elected or appointed officials, successors and assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-10-0152-8 or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainant, their elected or appointed officials, successors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 04-10-0152-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

13. The Respondents agree to compensate Complainant in the amount of \$10,000.00. A certified check in the amount of \$10,000.00 made payable to [REDACTED] shall be sent to Complainant, [REDACTED] within 5 days of execution of this agreement.

G. RELIEF IN THE PUBLIC INTEREST

14. Within thirty days of the effective date of this Agreement, Respondents shall inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement.
15. Prior to December 31, 2012, all management staff at the Brookside Park Apartments, 565 St. John Avenue, Atlanta, Georgia, 30315, shall receive Fair Housing training to be conducted by the Department's Office of Fair Housing and Equal Opportunity, or other appropriate agency or facility approved by the Department. Within 10 days of completion of training, Respondents shall send certificates of training to the Department as proof that this training has been completed.

H. MONITORING

16. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

17. All required certifications and documentation of compliance must be submitted to:

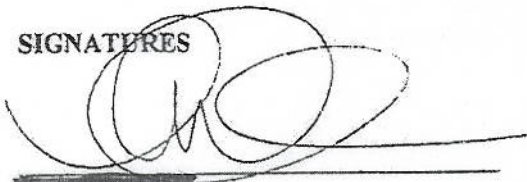
Sarah D. Bryant
Equal Opportunity Specialist
US Dept. of HUD
Strom Thurmond Federal Building
1835 Assembly Street, 13th Floor
Columbia, SC 29202

J. CONSEQUENCES OF BREACH

18. Whenever the Department has reasonable cause to believe that the Respondents or the Complainant has materially breached this Agreement, the matter may be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.
19. If Respondents or Complainant have reasonable cause to believe the other party has materially breached the terms of this Agreement, then such party shall have the right to enforce the terms of this Agreement pursuant to an independent cause of action in a court of competent jurisdiction.

SIGNATURES ON NEXT PAGE

SIGNATURES


Complainant

8-21-12
Date


Brookside Park Limited Partnership
Respondent

7/23/12
Date

Peabody Properties South, LLC
Respondent

Date

Abbra Simpson, *former* Property Manager
Respondent


Date

HUD APPROVAL:

Carlos Osegueda
FHEO Region IV Director

Date


SIGNATURES


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8/23/17
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Abbra Simpson, former Property Manager
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HUD APPROVAL:

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FHEO Region IV Director

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Complainant

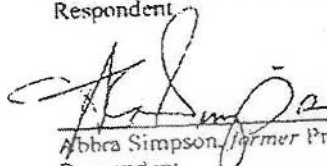
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Brookside Park Limited Partnership
Respondent

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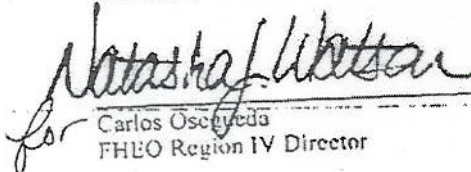
Peabody Properties South, LLC
Respondent

Date


Abbra Simpson, former Property Manager
Respondent

8/22/2012
Date

HUD APPROVAL:


for Carlos Osceyeda
FHEO Region IV Director

8/31/2012
Date